



ARIZONA DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT UNIT
1535 WEST JEFFERSON STREET
PHOENIX, ARIZONA 85007-3209
(602) 364-2517

SOLICITATION NO. ED06-0045

AMENDMENT NO. 1

SOLICITATION DUE DATE: May 11, 2006 3:00pm MST

Page 1 of 6 pages

A SIGNED COPY OF THIS AMENDMENT MUST BE RECEIVED BY THE ARIZONA DEPARTMENT OF EDUCATION CONTRACTS AND PURCHASING UNIT AS PART OF THE OFFEROR'S PROPOSAL, OR NOT LATER THAN THE SOLICITATION DUE DATE AND TIME.

1.) **CHANGE** the Solicitation Due Date on the Cover Page to read:

MAY 11, 2006 3:00 P.M. Mountain Standard Time (MST)

2.) **REMOVE** the following pages and insert the attached replacement pages:

Under **Section 2 "Special Terms and Conditions"** **REMOVE** pages 8, 9 and 10 and replace with the attached pages 8, 9 and 10.

3.) **ADD** the following page:

At the end of **Section 2 "Special Terms and Conditions"** **ADD** the attached (additional) page **11(a)** "Fingerprinting"

4.) **Order of Response Submission :**

All Response Submissions must follow the order listed in Exhibit 7.4 of this solicitation amendment.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED.

Offeror hereby acknowledges receipt and understanding of this solicitation amendment

This solicitation amendment is hereby executed this 28th day of April, 2006, at Phoenix, Arizona

Name of Company / Agency / Individual

Typed Name and Title

Andrew K. Wilson
Procurement Officer
Contracts Management Unit
Arizona Department of Education

Signature

Date

SECTION 2
SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. ED06-0045

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.

2. **INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3. **INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
4. **Contract Term.** The term of this Contract shall commence on July 1, 2006 and will remain in effect through June 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.

5. **Option to Extend the Term of the Contract.**

- A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.
- B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

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Fingerprinting: The provisions of A.R.S. §41-1758 are hereby incorporated, by reference, as provisions of this Contract.

- A. Contractor personnel, whether paid or not, and who are required or allowed to provide services to juveniles shall be fingerprinted in accordance with the provisions of A.R.S. §15-512 as a condition of employment. The contractor shall submit employee fingerprints to the Arizona Department of Public Safety (DPS) or its designated agency before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen (18) years of age shall not be prohibited from employment solely because criminal history record information is not available to the Department.
- B. Fingerprint checks shall be conducted pursuant to A.R.S. §41-1750 and Public Law 92-544



EXHIBIT 7.4

SOLICITATION ED06-0045 ORDER OF RESPONSE SUBMISSION

PLEASE NOTE: The following must be submitted with and as part of the Offer. Failure to include all required information may cause the proposal to be rejected.

Cover Letter

Signed Offer and Award Form (Page 1 of RFP ED06-0045)

Section 2, paragraph 17 (Page 12 of RFP ED06-0045)

SPECIFICATIONS:

Attachment 6.1 Fee Schedule

Read the SES Attachments completely and included all information required for submission.

Attachment SES-I	Provider Application
Attachment SES-II	Provider Program Profile (attach examples A-G as requested)
Attachment SES-IIA	Program Description for Parents and LEA's
Attachment SES-III	Title I LEA Checklist
Attachment SES-IV	Signed original Statement of Assurances
Attachment SES-V	Signed original Internet Statement of Assurances

State of Arizona Substitute W-9

EXHIBITS:

Exhibit 7.1	Certificate of Insurance (this may be submitted upon award of contract)
Exhibit 7.3	Business Ownership Classifications

All Responses must include 1 Original Response and 3 Copies